

### REQUEST FOR QUOTATION HQ861357

### Quotations are due by 3:00 P.M., Local Time January 22, 2008

ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams

Phoenix, AZ 85007 Phone: (602) 542-1040 Fax: (602) 542-1741

Date: January 11, 2008

#### **VENDOR NOTICE**

#### THIS IS NOT A PURCHASE ORDER

The terms and conditions attached to this form should be reviewed and understood before preparing a quotation.

The Uniform Terms and Conditions and Uniform Instructions to Offerors are incorporated into this document by reference, and may be obtained by visiti <a href="http://www.azspo.az.gov/PoliciesDocuments/terms/UIOv7.pdf">http://www.azspo.az.gov/PoliciesDocuments/terms/UIOv7.pdf</a> for the Instructions, and <a href="http://www.azspo.az.gov/PoliciesDocuments/terms/UICv7.pdf">http://www.azspo.az.gov/PoliciesDocuments/terms/UICv7.pdf</a> for the Terms and Conditions.

In accordance with Arizona Revised Statute 41-2535(B), this purchase is restricted to small businesses, if practicable. A small business is defined as having fewer than 100 employees or less than 4 million dollars in gross receipts. By signing this form, the offeror self certifies that it is a small business as defined above.

Please	check	as	many a	as a	applicable:

I certify that my company is a Woman-Owned Business Enterprise (WBE). A WBE is defined as an enterprise where a woman owns at least fifty-one percent (51%) of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

I certify that my company is a Minority-Owned Business Enterprise (MBE). An MBE is defined as an enterprise where an ethnic minority owns at least fifty-one percent (5 of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must he proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

1740 W	bmittal Location: Yest Adams, Room 30 Joenix, AZ 85007	)3			Phone: (6	s <b>Officer/Buyer</b> 02) 542-1129 F manw@azdhs.g	Fax: (602) 542-174
Ŧ.		Description of Ma					T . I G .
Item		See Scope of Wo	rk, Pages 8 – 13 ate and implement the Arizona	Unit		Init Rate	Total Cost
	Dental Sealant Prog		ate and implement the Arizona				
1	Dental Sealant Services				\$		\$
2	Fluoride Varnish Services				\$		\$
	ADHS-OOH Authorized Training/Education			Service Hour/			
3	ADHS-OOH Autho	Provider Hour/ Provider	\$		\$		
4	ADHS-OOH Autho	nzed Orai Health	Data Collection	Provider	\$		\$
					N/A		N/A
			Total:	\$			
		THIS SE	ECTION MUST BE COMPLE	ETED BY VEND	OR		
Delivery	shall be made	calendar days	after receipt of order. Payment	Terms:			
Compan	y Name A	ddress	City	State	Zip Code	Phone No.	Fax No.
	Signatur	re	Date	Турс	ed Name a	nd Title	
Chief Procurement Officer:			Date:				

## SPECIAL INSTRUCTIONS TO BIDDERS REQUEST FOR QUOTATION # HQ861361

- 1. **SUBMISSION:** Quotations shall be signed by the offeror where applicable and delivered as designated no later than the date and time indicated on the first page of the document.
  - A. Complete page one (1) price sheet
  - B. Complete page thirteen (13), paragraph 9.B.
- 2. **EVALUATION CRITERIA:** Award shall be made to the lowest responsible and responsive bidder whose offer meets the evaluation criteria listed below.
  - A. Cost

#### 3. ESTIMATED QUANTITIES

The State anticipates ordering the amounts indicated on the first page price sheet. However, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor

#### 4. SINGLE AWARD CONTRACT

This is an all or nothing bid. All items within this solicitation have been grouped together for purposes of obtaining these items collectively from a single source. To be considered for award of this solicitation, the bidder is required to provide prices on all items within this solicitation. Failure to provide pricing for any item within the solicitation shall result in the bidder being declared non-responsive and ineligible to receive an award.

## SPECIAL TERMS AND CONDITIONS REQUEST FOR QUOTATION # HQ861361

#### 1. PURPOSE

Pursuant to provisions of the Arizona Procurement Code, A.R.S. '41-2501 Et Seq., the State of Arizona, Arizona Department of Health Services ("ADHS") intends to partner with professional associations that include dentists in every county of the state to promote the Office of Oral Health Dental Sealant Program and Preventative Dental Services. These programs establish a school based dental program targeting students living in low income rural areas of the sate and providing preventative dental screening and applying dental sealants to this high risk target population.

#### 2. TERM OF CONTRACT (1 YEAR)

The term of the contract shall commence upon award and shall remain in effect for a period of one year, unless terminated, canceled or extended as otherwise provided herein.

#### 3. CONTRACT EXTENSIONS (4 YEAR MAXIMUM)

The Department may, by mutual written Contract amendment, extend any resultant Contract in twelve (12) month increments for a maximum of four (4) years. The Contract term shall not exceed a total of five (5) years from the date of Contract award, or \$50,000, whichever comes first.

#### 4. CONTRACT TYPE

X Fixed Price

#### 5. PRICE INCREASE / PRICE DECREASE

Contractor prices accepted and subsequently awarded by a contract in response to this Request for Quotation (RFQ) shall remain in effect for a minimum of one (1) year. The Contractor may request a price adjustment, but the State will not review or approve an increase until the contract has been in effect for one (1) year. The ADHS Procurement Office will review any requested rate increase to determine whether such request is reasonable in relation to increased supplier or material costs. Contractor shall provide written justification for any price adjustment requested. Any price increase adjustment, if approved, will be effective upon execution of a written contract amendment. Likewise, the Contractor shall offer the State a price adjustment reduction concurrent with reduced costs from their suppliers. Price reductions will become effective upon execution of a contract amendment.

#### 6. NEW PRODUCTS

New products announced by manufacturers on contract may be submitted by the contractor for add-on to the existing contract. Pricing shall be equivalent to the percentage discount for each brand or class of product originally offered.

#### 7. INFORMATION DISCLOSURE

The contractor shall establish and maintain procedures and controls that are acceptable to the state for the purpose of assuring that no information contained in its records or obtained from the state or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the state. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the state.

#### 8. AUTHORIZATION FOR PURCHASE OF GOODS AND SERVICES

Authorization for purchase of goods and services under this contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to charge for items up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for items in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless: a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of goods and services under this contract.

## SPECIAL TERMS AND CONDITIONS REQUEST FOR QUOTATION # HQ861361

#### 9. PAYMENT

All invoices shall include delivery time, and contractual payment terms. Items are to be identified by the name, product number, contract number, line item number, and serial number if applicable. Any contract release order issued by the requesting agency shall refer to the contract number and line item number(s).

#### 10. FEDERAL IMMIGRATION LAWS, COMPLIANCE BY STATE CONTRACTORS

By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

#### 11. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

#### 12. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

The Contractor warrants that it is familiar with the requirements of HIPAA and HIPAA's accompanying regulations and will comply with all applicable HIPAA requirements in the course of this contract. Contractor warrants that it will cooperate with the State in the course of performance of the contract so that both the State and Contractor will be in compliance with HIPAA, including cooperation and coordination with the State's privacy officials and other compliance officers required by HIPAA and its regulations. Contractor will sign and date any documents that are reasonably necessary to keep the State and Contractor in compliance with HIPAA, including, but not limited to, individualized Business Associate Agreements.

If requested by the State, Contractor agrees to sign the State agency's confidentiality statement and to abide by the statements in the form addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other sensitive information. In addition, Contractor agrees to attend or participate in HIPAA training offered by the State or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA privacy officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the State agency's HIPAA Privacy Compliance Officer.

#### 19. PANDEMIC CONTRACTUAL PERFORMANCE

The State shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at anytime prior to or post award of a contract. At a minimum, the pandemic performance plan shall include:

- a. Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.
- b. Alternative methods to ensure there are products in the supply chain.
- c. An up to date list of company contacts and organizational chart.

## SPECIAL TERMS AND CONDITIONS REQUEST FOR QUOTATION # HQ861361

In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights:

- a. After the official declaration of a pandemic, the State may temporarily void the contract(s) in whole or specific sections, if the contractor cannot perform to the standards agreed upon in the initial terms.
- b. The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director as per A.R.S. 41-2537 of the Arizona Procurement Code.
- c. Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at is sole discretion, may reinstate the temporarily voided contract(s).

#### 20. INDEMNIFICATION

Contractor agrees to indemnify, defend, save and hold harmless the State of Arizona, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, including reasonable attorney's fees, (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

#### 21. INSURANCE REQUIREMENTS

Vendor shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the purchase and or use of the commodity.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the purchase and use of the commodities sold under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase such additional insurance as may be determined necessary.

A. <u>MINIMUM SCOPE AND LIMITS OF INSURANCE:</u> Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

#### 1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

•	General Aggregate	\$1,000,000
•	Products – Completed Operations Aggregate	\$ 500,000
•	Personal and Advertising Injury	\$ 500,000
•	Fire Legal Liability	\$ 25,000
•	Blanket Contractual Liability – Written and Oral	\$ 500,000
•	Each Occurrence	\$ 500,000

#### 2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the

## SPECIAL TERMS AND CONDITIONS REQUEST FOR QUOTATION # HQ861361

performance of this Contract.

• Combined Single Limit (CSL)

\$ 500,000

The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured's with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor."

#### 3. Worker's Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability

Each Accident \$ 100,000 Disease – Each Employee \$ 100,000 Disease – Policy Limit \$ 100,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.
- B. <u>ADDITIONAL INSURANCE REQUIREMENTS</u>: The policies are to contain, or be endorsed to contain, the following provisions:
  - The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
  - 2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
  - 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. <u>NOTICE OF CANCELLATION</u>: Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **the Arizona Department of Health Services**, **1740 West Adams Street, Phoenix, Arizona 85007** and shall be sent by certified mail, return receipt requested.
- D. <u>ACCEPTABILITY OF INSURERS</u>: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less that A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Vendor from potential insurer insolvency.
- E. <u>VERIFICATION OF COVERAGE:</u> Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **the Arizona Department of Health Services**, **1740 West Adams Street, Phoenix, Arizona 85007**. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

# SPECIAL TERMS AND CONDITIONS REQUEST FOR QUOTATION # HQ861361

- F. <u>APPROVAL</u>: Any modification or variation from the *insurance requirements* in this Contract must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- G. <u>EXCEPTIONS:</u> In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

#### 1. BACKGROUND

The mission of the Arizona Department of Health Services (ADHS) Office of Oral Health (OOH) is to promote oral health for the well-being of all Arizona residents. The United States Surgeon General's report in the year 2000 identified dental caries (tooth decay) as one of the most common childhood chronic diseases. Tooth decay is also one of the most common preventable diseases seen in children, preventable through preventive dental services such as the use of fluoride and the application of dental sealants.

Children who are at greatest risk for caries are those from low income and minority populations and are least likely to have access to dental care. The American Academy of Pediatric Dentistry and the American Dental Association recommends the first dental visit occur no later than 12 months of age. Children can get cavities as young as 12-18 months, which can cause pain and prevent them from being able to eat, speak, sleep and learn properly. Children do not lose all their baby teeth until they are about 12 to 13 years old. Of the decay found in children's teeth, approximately 90 percent occurs in tooth surfaces with pits and fissures, and almost two-thirds are found in the chewing surfaces alone. Dental caries can often be reversible or arrested in the earliest stages through a variety of proven preventive methods. Once the decay progresses and the longer the decay remains untreated, it becomes more difficult and costly to repair. As a result, early intervention and prevention is easier for both the child and the dental professional, less expensive, and more successful than treatment at a later time.

Health education and promotion can be an important piece of any public health initiative as many low income people do not understand the importance of seeking care or preventive services. The knowledge that dental caries is a transmissible disease caused by bacteria, or that simple behavior changes can limit the risk of decay, is not widespread among the general population let alone low income people. According to the National Institute of Dental and Craniofacial Research National Institutes of Health (NIDCR-NIH) fewer than one-quarter of U.S. adults know that dental sealants prevent dental decay. Collaborative efforts with agencies or groups such as Headstart centers, WIC centers or coalition groups can play a significant role in improving the education and awareness of community members.

National objectives help guide states in promoting health and wellness through such guidelines as the Healthy People 2010 oral health objectives. These objectives include:

- a. HP 21-1b: Reduce the proportion of children with dental caries experienced in their primary and permanent teeth to forty-two percent (42%)
- b. HP 21-2b: Reduce the proportion of children with untreated dental decay in primary and permanent teeth to twenty-one percent (21%)
- c. HP 21-8: Increase the proportion of 8-year-old and 14-year-old children who have received dental sealants on their molar teeth to fifty percent (50%)
- d. HP 21-12: Increase the proportion of low-income children and adolescents who received any preventive dental service during the past year to fifty-seven percent (57%)
- e. HP 21-13: (Developmental) Increase the proportion of school-based health centers with an oral health component
- f. HP 21-14: Increase the proportion of local health departments and community-based health centers, including community, migrant and homeless health centers, that have an oral health component to seventy-five percent (75%)

Prevention services provided through collaboration with the Arizona Department of Health Services, Office of Oral Health can help to address some, if not all of the above mentioned oral health objectives. Some of the services may include (but not be limited to) implementation of a dental sealant program, fluoride varnish program, or an early childhood oral health program.

The Arizona Dental Sealant Program (ADSP) is a school-based preventive dental program targeting schools with greater than 65% of the children participating in the free and reduced school meal program. Second and sixth grade children without private dental insurance are eligible to participate. Children must have parental consent and a clinical need for sealants. Screenings and sealants are provided by Office of Oral Health trained dentists, Affiliated Practice (AP) dental hygienists, dental hygienists, and dental assistants. OOH training ensures specified guidelines are used to ensure successful sealant retention. Additionally, every effort is made to ensure that participating children receive information and referral to establish a dental home near their community.

Pit and fissure sealants – plastic (resin) coatings applied to susceptible tooth surfaces – have been approved for use for many years and have been recommended by professional health associations and public health agencies. The purpose of sealants is to prevent the growth of bacteria present in the pits and grooves of molar teeth, which lead to the breakdown of tooth structure, resulting in decay. When properly placed, dental sealants are very effective in preventing caries on the chewing surfaces of first and second permanent molar teeth.

Fluoride varnish application on a child's teeth is a safe, cost-effective dental preventive method to prevent initial decay. It has shown to be one of the most effective ways to enhance remineralization, interfere with decay-causing bacterial build-up and reduce acid production on susceptible teeth. Once applied, it helps the tooth "remineralize" or restore surface enamel. Fluoride varnishes are applied directly to the tooth surface, providing for both immediate "remineralization" as well as on-going "time-released" fluoride protection. Fluoride varnish application works best if it is painted on the teeth 3 to 4 times a year. Applications 2 to 4 times a year have been shown to decrease caries in the permanent dentition by 38%. Fluoride varnish is an adjunct to community water fluoridation or dietary fluoride supplements. Children may also receive fluoride varnish application after sealant application as part of the school-based dental sealant program, consistent with Medicaid reimbursement policies, which may be subject to change.

Community health assessments are included in the core set of population-based elements outlined as essential in all communities by the Essential Public Health Services Work Group, (1994). Periodic dental surveys and data gatherings are conducted by the Office of Oral Health to determine the oral health status of Arizona's children and for reporting and monitoring Healthy People 2010 objectives. Numerous screeners are needed to participate in various surveys which follow strict calibration set on national standards. Such calibration training would be provided by the Office of Oral Health for each type of survey.

Both on a national and state level, the number of dental providers employed in public health settings are very low. Arizona's dentist-to-population ratio and dental hygienist-to-population ratio in rural areas are well below that of the national averages. Arizona has numerous HPSA's (Health Professional Shortage Areas) that are unable to find dentists for employment. One recent study found that 92% of dental practices in Arizona are in a private practice setting. The remaining 8% are in hospitals, non-profit settings, group settings, prisons, military settings, colleges, and in Indian Health Service settings and other federal agencies. One method to attract more dental providers to rural and public health settings is to provide educational opportunities for dental and dental hygiene students in public health programs, thus exposing the student to the needs of the community and instilling a desire to continue serving the community upon graduation.

#### 2. OBJECTIVES

- A. To reduce dental decay in primary and permanent teeth in children
- B. To provide dental sealants to children
- C. To monitor oral health status of children
- D. To assist children in obtaining dental care
- E. To provide educational training for children, teachers, parents and health professionals
- F. To provide technical assistance on dental public health issues

#### 3. SCOPE OF SERVICES

The Contractor shall provide the services necessary to promote oral health and provide ADHS-OOH authorized preventive dental services as agreed upon. Provision of each type of preventive service will be based on availability of funding at the discretion of ADHS-OOH. Services may include those necessary to coordinate and implement the Arizona Dental Sealant Program (program), using dental sealant materials and equipment, and following the protocols outlined in the Arizona Dental Sealant Program Manual. The Contractor may also provide preventive dental services necessary to coordinate and implement a Fluoride Varnish Program using materials and protocols outlined by ADHS-OOH.

#### 4. TASKS

#### A. THE CONTRACTOR SHALL:

#### 1.) Coordination/Administration

- a. If providing the Arizona Dental Sealant Program, ensure any correspondence with schools, parents, and/or partners includes the following statement: "The Arizona Dental Sealant Program is funded by the Arizona Department of Health Services, Office of Oral Health;"
- b. Coordinate preventive dental services with ADHS-OOH identified school and community sites;
- c. Procure and manage dental supply inventory (dental sealant and/or fluoride varnish material shall have American Dental Association (ADA) seal of acceptance and/or comply with Center for Disease Control

(CDC) guidelines);

- d. Monitor equipment, provide maintenance, and perform basic repairs of equipment;
- e. Assure instrument sterilization;
- f. Provide clerical procedures, including but not limited to: maintaining program schedules; maintaining inventories of supplies and equipment; planning as related to the dental sealant and/or fluoride varnish program; preparing and submitting accurate and complete records of program activities; and preparing and submitting accurate and complete forms and reports required by ADHS-OOH;
- g. Develop, solicit and maintain program provider contracts and provide a copy of each contract to ADHS-OOH:
- h. Maintain a current **Provider List** to include name, address, phone number, and License # of each provider, and submit to ADHS-OOH once each year:
- i. Maintain files containing the following information for each provider.
  - (1.) Arizona current licenses to practice dentistry or dental hygiene;
  - (2.) Certificates for dental assisting, or affiliated practice (AP), if applicable;
  - (3.) A copy of the Standing Orders of the Affiliated Practice, if applicable;
  - (4.) Current CPR certificate;
  - (5.) Malpractice insurance;
  - (6.) A log of current immunizations (Immunization Log to be provided by OOH)
  - (7.) Copy of Arizona Drivers License
  - (8.) Signed confidentiality agreement from all dentists, hygienists, and dental assistants providing service in the sealant program to comply with Health Insurance Portability and Accountability Act (HIPAA)
  - (9.) Date and verification of most recent in-service training for all individuals providing service in the sealant and/or fluoride varnish program
  - (10.) Other insurance and documentation as needed

NOTE: Storage of the above mentioned documents must follow HIPAA compliance and be available for audit by ADHS Sealant Program Manager or designated person.

- j. Coordinate the collection of all information required by Arizona Health Care Cost Containment System (AHCCCS) and AHCCCS health plans for enrollment of dentists and/or Affiliated Practice dental hygienists into the program. This AHCCCS Provider Information shall be submitted to ADHS-OOH 30 days prior to a dentist and/or AP dental hygienist providing service in the sealant program. The information shall include the following:
  - (1.) Arizona current license to practice dentistry;
  - (2.) State of Arizona Substitute W-9 & Vendor Authorization form;
  - (3.) AHCCCS Provider Registration form;
  - (4.) AHCCCS Provider Participation Agreement; and
  - (5.) AHCCCS Group Authorization form.
- k. Coordinate training for preventive dental program providers, at least annually;
- Assure that all employed and contracted preventive dental program providers complete any ADHS required training prior to providing services, and receive annual training on program updates and reviews. ADHS will only reimburse for ADHS required training;
- m. Prepare and submit ADHS-OOH preventive dental program **Data Forms** after completion of each school or community site which may include the following:
  - (1.) Completed Preventive Dental Program Consent /Health History Forms;
  - (2.) Encounter Forms using standard protocols: and
  - (3.) Completed Summary Forms.
- n. Ensure all children screened are provided information regarding AHCCCS health plans and receive appropriate dental referral;
- o. Assure accurate data collection and reporting, using standard guidelines;
- p. Correct and return forms deemed unacceptable by ADHS, within 10 calendar days;
- q. Prepare and submit a Monthly Planning Report to include:
  - (1.) A calendar listing schools and/or community sites scheduled for screenings, fluoride varnish and/or sealant placement; and

- (2.) A schedule of any in-service trainings and/or scheduled quality assurance checks.
- r. Prepare and submit a Monthly Activity Report using the form/format provided by ADHS-OOH, to include:
  - The number of children by site that received preventive dental services in the previous month, outlining which type of service was received;
  - (2.) The number of teeth sealed in the previous month, if applicable; and
  - (3.) Quality Assurance activities (including a training attendance list).
- s. Prepare and submit a **Contractor's Expenditure Report** (CER) (provided by ADHS-OOH) to be signed by the Chief of the Office of Oral Health or designee before submitting to ADHS Accounting Office for payment. Payment shall be made in monthly payments based on the number of hours screened (for specified survey activities), the number of children treated, or the service provided multiplied by the contract rate. Payment for the number of children sealed shall be based on the number of approved sealant encounter forms received by the Office of Oral Health during the month that indicates sealants were placed (a month shall be a calendar month, March 1— March 31).
- t. Utilize the ADHS OOH Quality Assurance Plan, OR, develop or update, and implement, a **Quality Assurance (QA) Plan** to include:
  - (1.) Sealant retention, goal of 70% or better;
  - (2.) Infection control, OSHA compliant;
  - (3.) QA monitoring forms;
  - (4.) Schedule of QA checks and equipment maintenance;
  - (5.) Maintenance log;
  - (6.) Protocol to be followed if acceptable performance measures are not being met;
  - (7.) Training agendas; and
  - (8.) Other topics determined necessary by ADHS and/or the Contractor.
- u. Prepare and submit an Annual Report to include:
  - (1.) A summary of the Monthly Planning and Activity Reports;
  - (2.) Identification of any barriers, or recommendations for, achieving program goals;
  - (3.) The annual budget and an itemization of expenditures, and
  - (4.) A summary of the progress made toward accomplishing the tasks set forth in the Quality Assurance Plan.

#### 2.) Dental Assistant(s):

- a. Transport equipment and supplies;
- b. Provide chair-side dental assisting;
- c. Record dental findings as instructed by dentists and dental hygienists;
- d. Adhere to infection control protocols;
- e. Educate clients and families; and
- f. Distribute referral and health insurance information.

#### 3.) Dental Hygienist(s):

- a. Transport equipment and supplies;
- b. Collect oral health data using ADHS-OOH standardized protocol;
- c. Provide ADHS-OOH authorized dental prevention services;
- d. Apply dental sealants and/or fluoride varnish;
- e. Adhere to infection control protocols;
- f. Educate clients and families;
- g. Distribute referral and health insurance information; and
- h. Provide program consultation, as requested.

#### 4.) Affiliated Practice Dental Hygienist(s):

- a. Follow standing orders as provided by affiliated practice agreement;
- b. Transport equipment and supplies;
- c. Collect oral health data using ADHS-OOH standardized protocol;
- d. Provide ADHS-OOH authorized dental prevention services;
- e. Apply dental sealants and/or fluoride varnish;
- f. Adhere to infection control protocols;
- g. Educate clients and families;
- h. Distribute referral and health insurance information; and
- i. Provide program consultation, as requested.

#### 5.) Dentist(s):

- a. Serve as affiliated practice dentist if applicable;
- b. Transport equipment and supplies;
- c. Collect oral health data using ADHS-OOH standardized protocol;
- d. Provide ADHS-OOH authorized dental prevention services;
- e. Adhere to infection control protocols;
- f. Educate clients and families;
- g. Distribute referral and health insurance information; and
- h. Provide program consultation, as requested.

#### **B. ADHS/OOH SHALL:**

- 1.) Market the Arizona Dental Sealant Program and/or other dental prevention programs to qualified sites;
- 2.) Distribute, collect and analyze annual school applications for the Arizona Dental Sealant Program;
- 3.) Provide Immunization Log to contractor for provider files;
- 4.) Monitor sealant retention results;
- 5.) Provide a remediation plan for any provider with consistently low sealant retention rates;
- 6.) Provide annual sealant retention checklist to contractor;
- 7.) Provide standardized training for data collection;
- 8.) Host periodic Technical Assistance Meetings for contractors;
- 9.) Conduct random quality assurance checks, including site visits;
- 10.) Ensure dental providers are enrolled in AHCCCS or appropriate health plans; and
- 11.) Provide annual prevention program reports by August 15 of each calendar year.

#### 5. REQUIREMENTS

The Contractor shall:

#### A. Maintain confidentiality with the following:

- 1.) All data, forms, and supporting documentation for the program-related activities, which shall remain under the ownership of the Arizona Department of Health Services.
- 2.) All materials containing information that could identify an individual (including but not limited to: paper, electronic documents, databases, and audio/visual tapes).
- B. Keep confidential information in an inaccessible condition (e.g., hard copies in locked compartments) at all times except when being worked on during business hours;
- C. Not release or discuss confidential information with anyone other than authorized individuals;
- D. Dispose of all confidential information by either shredding or incineration;
- E. Require all employees and subcontractors to sign a confidentiality form kept on file for the duration of their affiliation with the Contractor:
- F. Adhere to the policies and procedures as set forth in the appropriate dental prevention program Provider Manual/ Protocol; and
- G. Utilize all dental prevention program forms as provided by ADHS-OOH. No alterations shall be permitted without authorization from the ADHS-OOH prevention program manager or designated person.

- H. Meet the following reporting requirements:
  - 1.) **Monthly Planning Reports** by the 25th of each month for the upcoming month;
  - 2.) **Monthly Activity Reports** by the 10th business day of the following month;
  - 3.) Quality Assurance Plan (if developed or updated by Contractor), due thirty (30) days after the beginning of each contract term:
  - 4.) Contractor's Expenditure Report (CER) as needed; and
  - 5.) Annual Report within thirty (30) days after the end of each contract year.
- I. Be board certified to perform the service

#### 6. REFERENCE DOCUMENTS

- A. Arizona Dental Sealant Program Provider Manual
- B. ADHS Fluoride Varnish Program Protocol
- C. ADHS Surveillance Protocol
- D. ADHS Education Protocol

#### 7. STATE PROVIDED ITEMS

The Arizona Department of Health Services, Office of Oral Health shall provide:

- A. Dental Prevention Program Provider Manual/ Protocol for each provider as related to each prevention program in which the provider is participating;
- B. Master copies of forms, protocols, and polices required to be used in the particular prevention Program; and
- C. Portable dental equipment, unless provided by the Contractor.

#### 8. **DELIVERABLES** (may be submitted electronically)

The Contractor shall submit:

- A. Provider List, due ten (10) days after ADSP provider training;
- B. **AHCCCS Provider Information**, due thirty (30) days prior to a dentist/ AP dental hygienist providing service in the ADSP:
- C. Data Forms within ten (10) business days after completion of each school or community site; and
- D. Insurance certificates.

#### 9. NOTICES, CORRESPONDENCE, REPORTS, AND INVOICES

A. Notices, correspondence, reports, and invoices from the Contractor to ADHS shall be sent to:

Office of Oral Health Arizona Department of Health Services 1740 W. Adams Street #205 Phoenix, AZ 85007

B. Notices, Correspondence, and Reports from ADHS to the Contractor shall be sent to:

Organization:	
Attention:	
Street Address:	
City, State, and Zip Code:	
Telephone and E-Mail:	



### **CERTIFICATE OF INSURANCE**

### **REQUEST FOR QUOTATION# HQ861361**

## ARIZONA DEPARTMENT OF HEALTH SERVICES

1740 West Adams Street Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 FAX

### **EXAMPLE**

PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE DEPARTMENT, CERTIFICATION FROM INSURER(S) FOR COVERAGES IN THE MINIMUM AMOUNTS AS STATED BELOW, THE COVERAGES SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT AND SHALL NOT SERVE TO LIMIT ANY LIABILITIES OR ANY OTHER CONTRACTOR OBLIGATIONS

TERM OF THIS CO	JNTRAC	CT, AND SHALL NOT SERVE TO LIMI	T ANY LIABILIT	TES O	R ANY OTHER CON	TRACTOR OBLIGATIONS		
NAME AND ADDRESS OF INSURANCE AGENCY			COMPANY LETTER	COMPANIES AFFORDING COVERAGE				
			A					
			В					
NAME AND ADD	RESS OF	INSURED						
NAME AND ADDI	XE35 OI	INSURED						
			C					
			D					
	This is t	o certify that the policies of insurance liste	ed below have beer	n issue	d to the insured named	above and are in force at this time		
COMPANY		TYPE OF INSURANCE	POLICY NUM	1BER	POLICY	LIMITS OF LIABILITY		
LETTER				EXPIRATION DATE	MINIMUM - EACH OCCURRENCE			
			<del> </del>		DATE			
			1			General Aggregate	\$ 1,000,000	
	X	COMPREHENSIVE GENERAL LIABILITY FORM				Product-Completed Operations Aggregate	\$ 500,000	
		PREMISES OPERATIONS				Person and Advertising Injury	\$ 500,000	
		CONTRACTUAL				Blanket Contractual Liability – written and oral	\$ 500,000	
		INDEPENDENT CONTRACTORS						
			1					
	X	PRODUCTS/COMPLETED OPERATIONS HAZARD						
	X	PERSONAL INJURY						
		BROAD FORM PROPERTY DAMAGE						
	ш-	D. I						
		EXPLOSION & COLLAPSE (IF APPLICABLE)						
		UNDERGROUND HAZARD (IF APPLICABLE)						
	37	COMPREHENSIVE AUTO				Bodily Injury – each person	\$ 500,000	
	X	LIABILITY INCLUDING NON-OWNED (IF				Bodily injury – each accident	\$ 500,000	
		APPLICABLE)				Property Damage	\$ 500,000	
		UMBRELLA LIABILITY						
		WORKMEN'S COMPENSATION	<del>                                     </del>			Each accident	\$ 100,000	
	X	AND				Disease – each employee	\$ 100,000	
		EMPLOYER'S LIABILITY	<u> </u>			Disease – Policy Limit	\$ 100,000	
	ш	OTHER						
State of Arizona an	d the De	epartment named above are added as add	litional insured as					
		purchase order or otherwise requested. It				policy shall expire, be canceled or mate		
insurance available available.	to the na	amed insured shall be primary of other so	urces that may be	affect State	t the coverage available THIS CERTIFICATE	e to the State without thirty (30) days wi E IS NOT VALID UNLESS COUNTER	ritten notice to the	
avanabic.				AUT	HORIZED REPRESEI	NTATIVE OF THE INSURANCE CO	OMPANY.	
NAME AND ADD	RESS OF	CERTIFICATE HOLDER		•				
NAME AND ADDRESS OF CERTIFICATE HOLDER				DAT	E ISSUED			
				AUTHORIZED REPRESENTATIVE				